



**Texas Department of Information Resources  
APPENDIX D to DIR CONTRACT NUMBER DIR-TSO-3126**

**SERVICES AGREEMENT**

This Services Agreement ("Services Agreement") dated this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, is between BrightLeaf Group Inc. ("BrightLeaf Group"), a Texas Corporation located at 7000 North MoPac, Suite 200, Austin, Texas 78731, and \_\_\_\_\_ ("Customer"), with offices located at \_\_\_\_\_ (Address).

BrightLeaf Group and Customer agree as follows:

**1. Services**

A. Description of Services. BrightLeaf Group will provide education information technology (IT) products and related services to Customer as mutually agreed by BrightLeaf Group and Customer in written Statements of Work ("SOW") (services described in each separate SOW are collectively referred to as the "Services").

For changes to this Services Agreement or SOW, both Customer and BrightLeaf Group must agree to the changes in writing. BrightLeaf Group will prepare a written description of the agreed changes in the Change of Work ("COW"), which BrightLeaf Group will execute after it is approved by Customer.

B. BrightLeaf Group Responsibilities. BrightLeaf Group's responsibilities consist of providing education information technology (IT) products and related services (whichever is applicable), each as requested by Customer as more fully defined in the relevant SOW or COW. BrightLeaf Group's responsibilities also include, but not limited to:

- Providing Customer with timely project status documentation;
- Providing Customer with the Services as agreed under this Services Agreement and set forth in the relevant SOW or COW.

C. Customer Responsibilities. Customer is responsible for:

- Assigning personnel with appropriate skills, who are accorded adequate time to dedicate to the project and who have decision-making authority on Customer's behalf;
- Providing access to the relevant documentation source files, decision makers and subject matter experts when needed.

**2. Fees and Payment Terms**

Fees for Services will be detailed in each SOW or COW and shall comply with DIR Contract DIR-TSO-3126, Appendix A, Standard Terms and Conditions For Services Contracts, Section 8, Pricing, Purchase Order, Invoices, and Payments.

**3. No Solicitation**

Customer and BrightLeaf Group understand that both parties have a substantial investment in hiring and training their employees in consultant services and methodology; accordingly, Customer and BrightLeaf Group agree that they will not, during the term of this Services Agreement and for a period of eighteen (18) months after the termination of this Services Agreement for any reason, employ, hire, solicit, or encourage any other entity to solicit, for employment any employee of the other party.

#### 4. Term and Termination

This Services Agreement is effective as of the date both parties execute and remains in effect until the Services specified the SOW have been completed. This Services Agreement may be renewed upon mutual agreement between BrightLeaf Group and Customer.

Termination shall be handled in accordance with DIR Contract DIR-TSO-3126, Appendix A, Standard Terms and Conditions For Services Contracts, Section 11.B, Termination.

#### 5. Indemnification

Indemnification shall be handled DIR Contract DIR-TSO-3126, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.A, Indemnification.

#### 6. Warranty

BrightLeaf Group warrants that it will perform the applicable Services in accordance with industry standards and using reasonable care and skill. BrightLeaf Group cannot accept responsibility for any alterations caused by a third party or Customer occurring to Customer's project once completed by BrightLeaf Group. Such alterations include, but are not limited to, additions, modifications and deletions. In providing the Services, BrightLeaf Group will be relying on content, data and related information provided by Customer. BrightLeaf Group cannot accept any liability based on inaccuracies in content, data and information provided by Customer.

THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 7. Confidentiality

Confidentiality shall be handled in accordance with DIR Contract DIR-TSO-3126, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.H, Confidentiality.

#### 8. Disclosure Required by Law

Notwithstanding DIR Contract DIR-TSO-3126, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.H, Confidentiality, Confidentiality, disclosure of Confidential Information may occur if required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving Party must give the disclosing Party prompt written notice and obtain or allow for a reasonable effort by the disclosing Party to obtain a protective order prior to disclosure.

#### 9. Limitation of Liability

Limitation of Liability shall be handled in accordance with DIR Contract DIR-TSO-3126, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.K, Limitation of Liability.

#### 10. Intellectual Property and Work Product

Intellectual Property and Work Product shall be handled in accordance with DIR Contract DIR-TSO-3126, Appendix A, Standard Terms and Conditions For Services Contracts, Section 5, Intellectual Property Matters.

## 11. General

Each party acknowledges that it has read this Services Agreement, SOWs and/or COWs attached hereto, and further agrees that the following documents, in order of priority: DIR Contract DIR-TSO-3126, this Services Agreement, SOWs and/or COWs are the complete and exclusive statement of the parties and supersede and merge all prior proposals, understandings, and agreements.

IN WITNESS WHEREOF, this Agreement shall be effective on the last signature date set forth below.

BrightLeaf Group, Inc.

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_